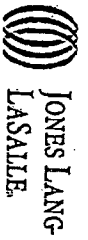


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FINGERLAKES MALL

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TENANT NUMBER / LEASE NUMBER / NAME				DOCUMENT REFERENCE		BALANCE		AGING			
LN	NUMBER	DOE DATE	G/L	REMARK	OPEN	CURRENT	1-30	31-60	61-90	91-120	OVER 120
224342 176268 MAXIE BIGGZ											
RU	197630000	01/05/06	UC	CK 1827	18.68-						
RU	198078000	01/13/06	PPO	CK 1829	1,779.70-						
RN	1427572001	02/01/06	BMR	CREDIT JAN 18-31	1,555.56-						
RN	1427572002	02/01/06	ELE	CREDIT JAN 18-31	471.65-						
RU	203659000	02/21/06	PPO	CK 1968	5,408.33-						
RU	204793000	03/06/06	PPO	CK 2025	684.81-						
224342 MAXIE BIGGZ					11,779.54						
262452 3679661 MAXIE BIGGZ (PRE-PETITION)											
RN	1398455001	06/01/05	BMR	PRE-PETITION BASE/MINIMUM	4,916.67						
RN	1398455002	06/01/05	TRS	PRE-PETITION TRASH REMOVA	24.58						
RN	1398455003	06/01/05	MKT	PRE-PETITION MARKETING FU	250.75						
RN	1398455004	06/01/05	CAM	PRE-PETITION CAM CHARGE	2,958.00						
RN	1398455005	06/01/05	RET	PRE-PETITION REAL ESTATE	383.74						
RN	1398455006	06/01/05	ELE	PRE-PETITION ELECTRIC CHA	1,010.67						
RN	1398458001	07/01/05	BMR	PRE-PETITION JUNE LATE FE	250.00						
RN	1398458002	07/01/05	TRS	PRE-PETITION BASE/MINIMUM	4,916.67						
RN	1398458003	07/01/05	MKT	PRE-PETITION TRASH REMOVA	24.58						
RN	1398458004	07/01/05	CAM	PRE-PETITION MARKETING	250.75						
RN	1398458005	07/01/05	RET	PRE-PETITION CAM CHARGE	2,958.00						
RN	1398458006	07/01/05	ELE	PRE-PETITION REAL ESTATE	383.74						
RN	1398459001	07/18/05	LAT	PRE-PETITION ELECTRIC	1,010.67						
RN	1398464001	08/01/05	BMR	PRE-PETITION JULY LATE FE	250.00						
RN	1398464002	08/01/05	TRS	PRE-PETITION	1,427.49						
RN	1398464003	08/01/05	MKT	PRE-PETITION	7.20						
RN	1398464004	08/01/05	CAM	PRE-PETITION	72.81						
RN	1398464005	08/01/05	RET	PRE-PETITION	858.78						
RN	1398464006	08/01/05	ELE	PRE-PETITION	111.42						
262452 MAXIE BIGGZ (PRE-PETITION)					293.49						
					22,360.01						

LAST PAYMENT: \$ 0.00

LAST PAYMENT: \$ 684.81-03/06/06 2025

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TENANT NUMBER / LEASE NUMBER / NAME					DOCUMENT REFERENCE		BALANCE		AGING			
TY	NUMBER	DUE DATE	G/L	REMARK	OPEN	CURRENT	1-30	31-60	61-90	91-120	OVER 120	
203647 3421257 NY MOBILE												
RN	1493490001	06/14/06	LAT	JUNE LATE FEE	26.17							
						LAST PAYMENT: \$	2,950.00-06/20/06	1267				
RD	1503118001	07/01/06	BWR	Base/Minimum Rent	2,482.75							
RD	1503118002	07/01/06	ELD	Electric Charge	27.59							
RD	1503118003	07/01/06	ELD	Electric Charge	4.14							
RD	1503118004	07/01/06	MKT	Marketing Fund	23.43							
RD	1503118005	07/01/06	TRS	Trash Removal	1.41							
RD	1503118006	07/01/06	CAM	CAM Charge	166.52							
RD	1503118007	07/01/06	RET	Real Estate Tax	20.33							
RN	1533830001	07/14/06	LAT	JULY LATE FEE	250.00							
203647 NY MOBILE												
					3,002.34		250.00	2,752.34				
203610 151362 PAC SUN												
RU	90339000	07/03/06	PPE	CK 258682	1,512.56-							
						LAST PAYMENT: \$	2,648.57-07/18/06	259752				
RU	90340000	07/03/06	PPT	CK 258682	30.91-							
203610 PAC SUN												
					1,543.47-							
						LAST PAYMENT: \$	50.00-07/17/06	2173				
203672 2976875 PARBREAKERS GOLF CENTER												
RU	219579000	07/17/06	PPO	CK 2173	25.00-							
						LAST PAYMENT: \$	25.00-					
203672 PARBREAKERS GOLF CENTER												
					25.00-							
259204 3597130 PIERCING PAGODA												
RN	1460445001	04/12/06	CAX	2005 CAM RECONCILIATIONS	16.76							
						LAST PAYMENT: \$	2,883.18-07/06/06	7040592				
RN	1460445002	04/12/06	REX	2005 RE TAX RECONCILIATIO	112.21-							
259204 PIERCING PAGODA												
					95.45-							
236704 204273 REX												
						LAST PAYMENT: \$	9,767.80-07/31/06	815509				



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TENANT NUMBER / LEASE NUMBER / NAME				DOCUMENT REFERENCE		BALANCE		AGING				
TX NUMBER	DATE	G/L	REMARK	OPEN	CURRENT	1-30	31-60	61-90	91-120	OVER 120		
236704 204273 REX												
RU	222458000	07/31/06	PPB	CK 815509	6,781.25-	6,781.25-						
RU	222459000	07/31/06	PPE	CK 815509	2,916.55-	2,916.55-						
RU	222460000	07/31/06	PPT	CK 815509	70.00-	70.00-						
236704 REX												
				9,767.80-	9,767.80-							
LAST PAYMENT: \$ 9,767.80-07/31/06 815509												
RU	222492000	07/31/06	PPB	CK 26224	833.33-	833.33-						
LAST PAYMENT: \$ 833.33-07/31/06 26224												
253398 SAVANNAH BANK - ATM#1												
				833.33-	833.33-							
LAST PAYMENT: \$ 833.33-07/31/06 26224												
RU	222489000	07/31/06	PPB	CK 26224	1,733.33-	1,733.33-						
RU	222490000	07/31/06	PPE	CK 26224	434.40-	434.40-						
RU	222491000	07/31/06	PFC	CK 26224	277.33-	277.33-						
203775 SAVANNAH BANK, NA												
				2,445.06-	2,445.06-							
LAST PAYMENT: \$ 13,925.15-07/31/06 549260												
RU	222456000	07/31/06	PPB	CK 549260	10,043.00-	10,043.00-						
RU	222457000	07/31/06	PFC	CK 549260	3,882.15-	3,882.15-						
203745 SEARS, ROEBUCK AND CO												
				13,925.15-	13,925.15-							
LAST PAYMENT: \$ 9,798.02-07/31/06 855486												
RU	222462000	07/31/06	PPE	CK 855486	1,503.42-	1,503.42-						
RU	222463000	07/31/06	PPB	CK 855486	8,253.33-	8,253.33-						
RU	222464000	07/31/06	PPT	CK 855486	41.27-	41.27-						
203728 SHOE DEPARTMENT												
				9,798.02-	9,798.02-							

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TENANT NUMBER / LEASE NUMBER / NAME	DOCUMENT REFERENCE	BALANCE	AGING
INVOICE NUMBER DATE	DUE DATE REMARKS	OPEN CURRENT	1-30 31-60 61-90 91-120 OVER 120
252680	2473207 SIT BACK & RELAX	(603) 314-1070	
RU	222461000 07/31/06 PPO CK 13714	300.00-	LAST PAYMENT: \$ 300.00-07/31/06 13714
252680	SIT BACK & RELAX	300.00-	
243234	4241581 89 TRADERS VILLAGE		
RN	1536040001 07/28/06 TXB KIOSK BASE RENT	800.00	LAST PAYMENT: \$ 0.00
243234	89 TRADERS VILLAGE	800.00	
BUILDING	1802000000 SUMMARY		
G/L	REMARK	OPEN	CURRENT
CAM	Excess CAM	859.97	859.97
REX	Excess RE Tax	1,573.51	1,573.51
PBB	Prepaid Base Rent	53,329.29	53,329.29
PBC	Prepaid CAM	14,832.96	14,832.96
PPR	Prepaid RET	1,573.45	1,573.45
PPM	Prepaid Marketing	1,009.48	1,009.48
PPT	Prepaid Specialty Income	337.40	337.40
PPE	Prepaid Electric	11,408.57	11,389.04
TSE	Spec Lease - Electric	50.00	19.53
TSM	Spec Lease - Mktg Fund	25.00	50.00
TSB	Storage Base Rent	100.00	25.00
PPO	Prepaid Other Charges	8,672.84	150.00
TPB	Pushcart Base Rent	50.00	450.00
FCA	F/C - CAM On Acct	384.36	50.00
BMR	Base/Minimum Rent	62,409.97	384.36
TRS	Trash Removal	78.90	8,482.75
MKT	Marketing Fund	1,354.21	2.66
ELE	Electric Charge	15,587.58	1.25
			19.69
			813.68
			813.68
			13,114.81

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TENANT NUMBER / LEASE NUMBER / NAME		DOCUMENT REFERENCE		BALANCE		AGING				
TI NUMBER	DOE DATE	G/L	REMARK	OPEN	CURRENT	1-30	31-60	61-90	91-120	OVER 120
CAM			CAM Charge	12,829.71			948.25	146.98	146.98	11,587.50
RET			Real Estate Tax	1,661.96			115.76	17.94		1,510.32
TVB			Vending Base Rent	25.00			25.00			
LAT			Late Charges	1,526.17			250.00	26.17		1,250.00
PPI			Prepaid Insurance	84.62			84.62			
UC			Unapplied Cash	8,652.71						8,652.71-
TKB			Kiosk Base Rent	800.00			800.00			
1802000000 FINGERLAKES MALL				4,032.00		81,571.88	10,749.17	3,896.68	3,202.67	59,691.36



JONES LANG
LASALLE

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REPORT SUMMARY

C/L	REMARK	OPEN	CURRENT	30	60	90	120	OVER 120
CAX	Excess CAM	859.97						859.97
REX	Excess RE Tax	1,573.51						1,573.51
PPB	Prepaid Base Rent	53,329.29	53,329.29					
PPC	Prepaid CAM	14,832.96	14,832.96					
PPR	Prepaid RET	1,573.45	1,573.45					
PPM	Prepaid Marketing	1,009.48	1,009.48					
PPT	Prepaid Specialty Income	337.40	337.40					
PPE	Prepaid Electric	11,408.57	11,389.04					19.53
TSE	Spec Lease - Electric	50.00		50.00				
TSM	Spec Lease - Mktg Fund	25.00		25.00				
TSB	Storage Base Rent	100.00		150.00				250.00
PPO	Prepaid Other Charges	8,672.84	450.00					8,222.84
TPB	Pushcart Base Rent	50.00		50.00				
FCA	F/C - CAM On Acct	384.36						
BMR	Base/Minimum Rent	62,409.97	384.36					
TRS	Trash Removal	78.90		8,482.75				48,093.88
MKT	Marketing Fund	1,354.21		2.66				73.74
ELE	Electric Charge	15,587.58		128.17				1,186.66
CAM	CAM Charge	12,829.71		845.41				13,114.81
RET	Real Estate Tax	1,661.96		948.25				11,587.50
TVB	Vending Base Rent	25.00		115.76				1,510.32
LAT	Late Charges	1,526.17		25.00				
PPI	Prepaid Insurance	84.62	250.00	26.17				1,250.00
UC	Unapplied Cash	8,652.71	84.62					
TKB	Kiosk Base Rent	800.00	800.00					8,652.71
GRAND TOTAL :		4,032.00	81,571.88	10,749.17	3,896.68	3,202.67		59,691.36

Fingerlakes Mall**Exhibit B.1****SECURITY DEPOSIT****July 31, 2006****Permanent Tenants**0**\$0.00****Temporary Tenants**

10/13/99	Anthony Musso/Fingerlakes Karate	(\$1,315.00)
10/01/03	Fingerlakes Variety & Sports	(750.00)
12/02/99	Parbreakers Golf Center	(300.00)
10/21/05	Rock the House	(500.00)
03/27/06	Rose Jewelry	(500.00)
03/27/06	Cellphone & IPOD Accessories	(500.00)
04/10/06	Thee Amish Market	(500.00)
07/10/06	Hermit Crabs	(500.00)
07/10/06	Amberg Wine Cellars	(1,000.00)
		<u>(5,865.00)</u>

Construction Deposit - LV Nails(5,000.00)**Total Deposits**(\$10,865.00)

EXHIBIT "C"
Service Contracts

[Need List from Seller]

7/28/2006

CONTRACT/SERVICE AGREEMENT TRACKING

Exhibit C

Company Name	Service	Company Address	Contact Name/ Phone Number	Term		Contract Type	Current Price	Comments
				Start	End			
ABJ Fire Protection	Alarm/Sprinkler Fire Equip/Service	6500 New Venture Gar East Syracuse, NY 13057	Cary Brown 315-423-9766	2/1/2006	1/31/2007	JLL	Alarm/Service Performed (1) time annually - \$1483.00 Sinking \$188.70 quarterly and \$60 per hr. \$80 after hours Erg	
Asplon Trash Removal	Trash Removal	7025 Mutton Hill Road Auburn, NY 13021	Kevin Baverie 315-253-4787	1/1/2006	12/31/2006	JLL	Solid Waste - (35) yd container/ \$80.00 per haul, \$30.00 per ton, \$30.00 mhy rental, Cardboard \$100.00/haul, \$30.00 rental fee per month	
Verdi	Sewer Pit Cleaning	14150 Route 31 Savannah, NY 13146	Aubrey Verdi 315-385-2851	1/1/2005	12/31/2006	JLL	\$476 plus tax quarterly-additional services \$150. Dam to Spm \$175. Spm to 6pm	
Plumbing & Heating	HVAC Service	6753 Old Lyons Rd Newark, NY 14513	Jeff Marshawski Lori Russell 607	1/1/2006	12/31/2006	JLL	Service call \$50 per hr/ Labor wage \$30 per hr/ Trip fee \$49 per visit	
Grease's Septic	Grease Recycling	1928 County Rd. 139, Ovid, NY 14521	Lori Russell 607 889-5096	4/1/2006	3/31/2007	JLL	Fee for monthly removal of grease containers, \$50.00 plus fuel tax.	
Grease's Septic	Plumbing Service	1828 County Rd. 139, Ovid, NY 14521	Lori Russell 607 889-5096	6/1/2005	5/31/2007	JLL	Labor-on-hour repairs \$55.00 hr. Snake Rate \$175.00 for 1st line up to 100 feet, \$100.00 per additional 100 feet, Jetting \$165.00 per hour/ 2 hour minimum, Toilet snake rate \$95.00 minimum, Quarterly Jetting \$680.00 each quarter Service call \$85.00 Weekend/Holiday - \$130.00 Vacuum truck \$100.00 per hour, after hours \$97.50	
Billo Construction	Pump Station	901 Broad Street Ulica, NY 13501	Hank Becker 315-724-8999	6/24/2005	5/24/2007	JLL	average \$600 per year	office phone service
Senior Stone	Phone System	27070 Miles Rd 258 Two Mile Creek Tonawanda, NY 14150	Sandi Bromie 1-404-915-3016	3/1/2006	2/28/2007	JLL	\$1,394.00 annually	
Scientific Science	Automated External Deliberator Service	258 Two Mile Creek Tonawanda, NY 14150	Mike Panzarella	8/1/2005	7/31/2006	JLL	Labor rate is \$60.00 per man hour / Mobilization fee is \$135.00 per call	Contract with city since 1980. No expiration.
Centimark Roofing	Roof Repair Service	Memorial City Hall Auburn, NY 13021		1980	none	City	As per usage	
Carne Textile	Carpet Cleaning	P.O. Box 4854 Syracuse, NY 13221	Peter Pargas 475-1628	1/1/2004	10/31/2006	JLL	\$4.60 each (2x) x6 mats (winter rugs) \$5.00 Environmental charge, \$5.00 Energy charge & \$5.00 Delivery charge	
Friendly Lock & Alarm	Locksmith	361 Clark Street Auburn, NY 13021	315-252-5598	1/1/2006	12/31/2006	JLL	\$30 per service call plus parts and labor Includes transportation cost, tools and equipment	price
Shagor & Picciano	Electrical Repair Service	4 East Genesee Street Auburn, NY 13021	252-3821	1/1/2006	12/31/2006	JLL	\$48 per service call and \$42 per hour plus parts	
Hertrronics	Alarm Fire Monitor/Repair	55 Water St. Auburn, NY 13021	Leo Harding 315-252-9538	6/1/2006	5/31/2007	JLL	all fire and sewer pit alarm system. Based on & 75.00 per quarter Beginning July 1, 2005	
Logistics International	Copier/FAX Maintenance	7481 Henry Clay Blvd Liverpool, NY 13088	Amy Kahl 800-818-5897	12/20/2002	11/31/2007	JLL	\$503.21 Monthly bill (CH4520)	
J.E Electric	Electrical Repair Service	PO Box 624 Auburn, NY 13021	Ron Neil 315-253-0787	1/1/2006	12/31/2006	JLL	\$61.30 per 1/2 hour minimum basis Saturday=1 time and a half Sunday=double time and a half	
Landscaping	Landscaping-Exterior	24 Frances St Auburn, NY 13021	Mark Utsonal 315-426-8028	4/1/2006	9/31/06	JLL	\$ 425.25 per cut, plus tax, \$500.00 one time, \$147.00 plus tax, twice per month 24 lawn cuts, trimming, edging, weeding, spraying \$425.25	
Joseph Fire Extinguisher	Fire Extinguisher Maintenance	8721 Caustidene Rd Clay, NY 13041	Mike Provo 315-699-5288	1/1/2006	12/31/2006	JLL	\$4.10 per extinguisher/ \$9.25 re-charge fee testing \$10.00 Extinguisher recharge \$15.50 Hydrostatic	
MDM Mechanical	HVAC Service	PO Box 1769 Cicero, NY 13039	Ray White 452-5374	1/1/2006	12/31/2006	JLL	\$3040.00 routine inspection common area units/ parts and replacement additional - Energy Basis \$72.00 per hour Includes (3) meters #564400800170024, #134400200070028, #134400200080029	
NYSEG Solutions	Electric Supplier for FLM	81 State Street Binghamton, NY 13901	607-721-1760	9/23/2004	12/23/2006	JLL		
Flon Powers	Generator Service	7044 Interstate Island Rd. Syracuse, NY 13209	Karl Swartz	8/1/2005	7/31/2006	JLL	(2) Basic services Aug./Dec. \$330.00 per inspection, \$80.00 quarterly, \$148.99 Sun./Holidays and \$1.00 per mileage	
Pliny Bowes	Postage Equipment	7481 Henry Clay Blvd Liverpool, NY 13088	Amy Kahl 800-818-5897	1/10/2002	1/10/2007	JLL	\$188.38 rental charge quarterly-Approx \$330.00 per month postage.	

Company Name	Service	Company Address	Contact Name/ Phone Number	Term		Contract Type	Current Price		Comments
				Start	End		(per mo./yr, total, etc.)		
Renckell, Inc.	Pest Control Professional service for site work as per Specs	6 E. Main St Shoreville, NY 14548 2250 Brighton-Hamilton Townline Rd, Rochester, NY 14313-5551	Pat Flood 695-299-8989 Carl Asst 583-	1/1/2006	12/31/2006	JLL	\$140 + \$2.98 + tax per month		
Stillwell Super Sweeper	Parking Lot Sweeping	1403 Rte 96 Watertown, NY 13165	Donnie Stillwell 539-4221	4/1/2006	10/31/2006	JLL	Lump sum price of \$11,500.00 / additional services \$75 per hour		
Tadon Engineering	Energy Analysis	109 S. Albany Street, Ithaca, NY 14850	607-277-1118	11/21/2005	11/21/2006	JLL	\$53 per hour, \$400/ Kiosk, \$500/ store, \$200/Food service, \$300/ changes made by FLM		
Time Warner	Internet Cable	71 Mount Hope Ave. Rochester, NY 14620	Julie Denham 585-756-1943	9/30/2002	5/1/2008	JLL			
Tru Green Lawn Care	Lawn Care Service	6700 Commercial Blvd Syracuse, NY 13211	Mike Tongue 437-9000	3/1/2006	2/28/2007	JLL	\$435.00 Early Summer App for Lawn-\$315.00 Spring Insect & Disease		
Village's Snow Removal	Snow Removal	7665 North St Rd Auburn, NY 13021	Paul Viale 315-253-9797	1/1/2005	12/31/2006	JLL	\$1505.00 per time/ \$13,833.34 per mth/ \$500 per time/ \$1,120.00 snow relocation/ \$300 sidewalk snow removal		
Waller Roadway Daniel Roadway	Roadway Improvement Paving	7665 North St Rd Auburn, NY 13021	Paul Viale 315-253-9797	1/1/8/2006	6/2/2006	JLL	\$27,940.00 upon completion of job		Work conducted for future development of the property

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EXHIBIT "D"
Litigation

None

EXHIBIT "E"
Violations

NONE

EXHIBIT "F"

Site Plan of are showing Drainage Parcel, NYDOT Work area and
future "No access" area



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION THREE
333 EAST WASHINGTON STREET
SYRACUSE, NEW YORK 13202
www.dot.state.ny.us

CARL F. FORD, P.E.
ACTING REGIONAL DIRECTOR

THOMAS J. MADISON, JR.
COMMISSIONER

August 7, 2006

Mr. Andrew R. Wiggers
Gregory Greenfield & Associates, LTD
124 Johnson Ferry Road, NE
Atlanta, Georgia 30328

Dear Mr. Wiggers:

RE: FINGERLAKES MALL EXPANSION
ROUTES 5 & 20, TOWN OF AURELIUS
CAYUGA COUNTY

Thank you for your August 2nd e-mail regarding the pending Highway Work Permit, Right-of-Way Map and Statement of Dedication.

We have determined the Bond value to be \$300,000. Please ensure it is in the exact format as PERM 44e, with Fingerlakes Mall, LLC as the Principal.

In accordance with Item #5 of the "Attachment to Permit", should the anticipated sale of the Fingerlakes Mall property take place prior to completion of all permit work, including the Right-of-Way dedication limiting access, a new Highway Work Permit must be obtained by the new owner. The following documents will be required from the new mall owner in order to obtain the new permit:

1. NYSDOT PERM 33 Highway Work Permit Application for Non-Utility Work: The application is to be completed for a "Major Commercial Driveway", Category 5.a.3. The new owners will not be charged an additional application fee.
2. NYSDOT PERM 17 Certificate of Insurance for Highway Permits: This certificate is to be completed by the new Permittee's insurance agent in the same name as that on

Mr. Andrew Wiggers
August 7, 2006
Page 2

the PERM 33 Permit applications. Coverage level "C", signifying extended coverage, must be checked on the reverse of the form. This form must be submitted by the insurance company directly to the New York State Department of Transportation, Central Permit Office, 50 Wolf Road - 1st Floor, Albany, NY 12232.

3. NYSDOT PERM 36 Attachment to Permit: Any required special conditions will be prepared by the NYSDOT and forwarded to the applicant prior to Permit issuance. It is not anticipated that there will be any significant changes relative to the Attachment to Permit required for the Gregory Greenfield Fingerlakes Mall permit document.
4. NYSDOT PERM 50e Inspection and/or Supervision Payment Agreement: This agreement is to be completed in the name of the Permit applicant for reimbursement for approximately three (3) days of inspection time. The inspection fee does not need to be submitted at this time.
5. NYSDOT Signal Appurtenance Release: This agreement gives the Department permission to enter the Fingerlakes Mall property in the future for the purpose of maintaining or replacing traffic signal appurtenances including loop wire, conduit, pullboxes, etc.
6. NYSDOT Right-of-Way Statement of Dedication: A Statement of Dedication Limiting Access is to be completed in the name of the new Permittee as the Reputed Property Owner. The property to be dedicated is shown on the map prepared by Prudent Engineering and must be attached to the Statement. The new Permittee will be required to have the map updated by Prudent Engineering to include the name of the new owner. The above documents are required at the time of Permit issuance.

Subsequent to Permit issuance, the Permittee must provide the following for the dedication process to continue:

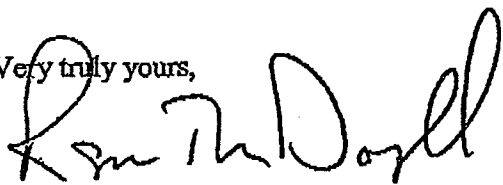
- a. Appropriation Map, approved by the NYSDOT
 - b. Abstract of Title (current within 6 months)
 - c. Ten year tax search (current within 6 months)
 - d. Property Tax Map
7. The Department will require a notarized copy of an executed agreement between Gregory Greenfield and the new owners to allow use of the approved Highway Work Permit plans, supporting engineering calculations, and miscellaneous documentation as prepared by Beardsley Design Associates, Prudent Engineering and Stantec, Inc.
 8. The Department will also require a notarized document indicating that the bonding company holding the Gregory Greenfield bond has named the new mall owner as Principal for the penal sum of \$300,000.00.

Mr. Andrew Wiggers
August 7, 2006
Page 3

This letter or the information contained within should be disclosed to a prospective buyer of the Fingerlakes Mall property and included in any Gregory Greenfield sale agreement for this property.

The documents requested in items 6 through 8 may require review by the Department's legal affairs group, so we encourage timely submission by the new owner. If you have any questions or comments regarding the Permit process detailed in this letter, please contact Ms. Patti Williams of our office at (315) 428-4623, or by e-mail at PWILLIAMS@dot.state.ny.us.

Very truly yours,


for DIANA L. GRASER, P.E.
Transportation System Operations Engineer

Attachments

PERM 17 (11/05)

NYS Department of Transportation
Central Permit Office
50 Wolf Road, 1st Floor
Albany, NY 12232
(518) 485-2999 or 1-888-783-1685



NYSDOT ACCOUNT NUMBER

**CERTIFICATE OF INSURANCE FOR SPECIAL HAULING, DIVISIBLE LOAD OVERWEIGHT,
AND HIGHWAY WORK PERMIT INSURANCE REQUIREMENTS**

TO BE PREPARED BY INSURANCE AGENCY OR INSURANCE COMPANY

**THIS CERTIFICATE OF INSURANCE WILL SUPERSEDE ALL OTHER CERTIFICATES OF INSURANCE NOW ON FILE WITH
THE NYSDOT CENTRAL PERMIT OFFICE AND MUST BE IN EFFECT FOR THE FULL TERM OF THE PERMIT. EXPIRATION
OF, OR LACK OF, LIABILITY INSURANCE AUTOMATICALLY INVALIDATES THE PERMIT.**

CHECK BOX(ES) FOR EACH TYPE(S) OF PERMIT(S) OBTAINED FROM THE NYS DEPARTMENT OF TRANSPORTATION

- (see reverse for permit definitions)
- ☐ Special Hauling Permits
 ☐ Divisible Load Overweight Permits
☐ Highway Work Permits
 ☐ Restricted Vehicle Permits

1. NAME OF PERMIT APPLICANT

(The Legal Name of the Business Entity, i.e., Corporation, Partnership or individual, that owns/controls the motor carrier operation. Name on Insurance Certificate & Permit Application must be identical - one name only. The Applicant's motor vehicle registration operator's name must also match for Divisible Load Overweight Permits. NOTE: If DBA, also provide Name of Legal Entity and Copy of "Certificate of Conducting Business under an Assumed Name" that was filed in County Clerk's Office.)

2. PHYSICAL ADDRESS OF PERMIT APPLICANT

(Provide street address of principal place of business; may attach additional PERM 17 ATTACHMENT sheet listing physical addresses of branch offices if application for permits will be for those locations.)

☐ PLEASE CHECK HERE IF THIS IS A CHANGE OF ADDRESS

2a. MAILING ADDRESS OF PERMIT APPLICANT

(If different than above)

☐ PLEASE CHECK HERE IF THIS IS A CHANGE OF ADDRESS

3. TELEPHONE NUMBER OF PERMIT APPLICANT**4. NAME OF PERMIT APPLICANT CONTACT PERSON****5a. MOTOR VEHICLE LIABILITY POLICY NUMBER**

(See Policy requirements in B on reverse)

Binders, and unassigned policy numbers are only valid for 30 days.

5b. EFFECTIVE DATE

EXPIRATION DATE

The wording "Continuous Until Cancelled" in place of expiration date is NOT acceptable. Maximum duration one calendar year.

6a. PROTECTIVE LIABILITY POLICY NUMBER

(See Policy requirements in A or C on reverse)

Binders, and unassigned policy numbers are only valid for 30 days.

6b. EFFECTIVE DATE

EXPIRATION DATE

The wording "Continuous Until Cancelled" in place of expiration date is NOT acceptable. Maximum duration one calendar year.

7. MOTOR CARRIER ID. All permit applicants must provide a USDOT number to obtain permits, with the exception of Federal & State Agencies and municipalities, and private individuals transporting personal property. (Check as appropriate - Commercial carriers must have a USDOT Number.

☐ USDOT Number _____

☐ Exempt - Federal & State Agency/Municipality

☐ Private Individual

USDOT numbers are issued by the Federal Motor Carrier Safety Administration (Form MCS-150) for interstate carriers or NYSDOT Passenger & Freight Safety Division (Form MCS-150 NY) for intrastate carriers. To obtain a USDOT number you can:

(1) use the internet at: <http://safer.fhcsa.dot.gov> to apply online;

(2) call toll-free 1-800-832-5660 or 518-431-4145 and press "0" for mail or fax information;

(3) call toll-free 1-866-881-2630 for mail or fax information

(Interstate carriers)

(Intrastate carriers)

(Intrastate carriers)

8. FEIN Number

(Federal Employee Identification Number is also known as the IRS Tax Identification Number and is required for All For Hire Carriers, agencies and municipalities.)

REVERSE SIDE MUST BE COMPLETED

PERM 17 ATTACHMENT (11/05)
NYS Department of Transportation
Central Permit Office
50 Wolf Road, 1st Floor
Albany, NY 12232
(518) 485-2999 or 1-888-783-1685



**ATTACHMENT TO
CERTIFICATE OF INSURANCE FOR SPECIAL HAULING, DIVISIBLE LOAD OVERWEIGHT,
AND HIGHWAY WORK PERMIT INSURANCE REQUIREMENTS**

**THIS FORM MUST BE SUBMITTED WITH THE APPROPRIATE CERTIFICATE OF INSURANCE (PERM 17)
TO BE PREPARED BY INSURANCE AGENCY OR INSURANCE COMPANY**

1. NAME OF PERMIT APPLICANT _____

2. USDOT Number _____ 3. FEIN Number _____

4. Consider the Certificate of Insurance (PERM 17) as PAGE _____ of _____ TOTAL PAGES

5. BRANCH OFFICES - Additional locations also listed and covered by the same insurance policy indicated on page one, the Certificate of Insurance (PERM 17), where the insured has a physical place of business and the vehicles are dispatched from while operating under a NYS Department of Transportation permit.

NAME OR DESIGNATION OF BRANCH OFFICE: _____

BRANCH OFFICE PHYSICAL ADDRESS: _____

BRANCH OFFICE MAILING ADDRESS: _____

TELEPHONE NUMBER OF BRANCH OFFICE: _____

CONTACT PERSON: _____

NAME OR DESIGNATION OF BRANCH OFFICE: _____

BRANCH OFFICE PHYSICAL ADDRESS: _____

BRANCH OFFICE MAILING ADDRESS: _____

TELEPHONE NUMBER OF BRANCH OFFICE: _____

CONTACT PERSON: _____

NAME OR DESIGNATION OF BRANCH OFFICE: _____

BRANCH OFFICE PHYSICAL ADDRESS: _____

BRANCH OFFICE MAILING ADDRESS: _____

TELEPHONE NUMBER OF BRANCH OFFICE: _____

CONTACT PERSON: _____

(Additional sheets may be attached if necessary)

PERM 50e (9/93)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
INSPECTION AND/OR SUPERVISION PAYMENT AGREEMENT
FOR HIGHWAY WORK PERMITS

Permit No. _____

As a condition of the attached permit and in consideration of the issuance of the attached permit, _____ as permittee, hereby agrees as follows: The permittee will reimburse the New York State Department of Transportation for inspection and/or supervision of the permit work by Department employees which exceeds one work hour.

If the Department determines that the proposed work on a specific permit project will exceed five (5) workdays of inspection, the permittee will be required to secure the services of a reputable consulting engineering firm. This firm, upon approval by the Department, will be responsible for all inspection and/or supervision of the permit work.

It is estimated that _____ Work Days of inspection time will be required and that the cost per Work Day to be reimbursed, will be \$370.00. These estimates are not intended to be final and the permittee agrees to pay reimbursement for all reasonable expenses incurred by the Department of Transportation in necessary inspection and/or supervision of work performed pursuant to this permit. The Department of Transportation shall be the sole judge of whether such inspection and/or supervision is necessary.

The permittee will be billed on a monthly basis and the permittee agrees to pay the charges as billed within thirty days of the date of billing. Failure to pay as billed within the specified time limit may result in the revocation of this permit.

PERMITTEE SIGNATURE

If corporation or business, state name and position

Date

KNOW ALL MEN BY THESE PRESENTS:

That I (We), of the Town of Aurelius County of Cayuga State of New York, owner of the lands adjacent to State Routes 5 & 20 State Highway 590 including the approach roadway to Fingerlakes Mall named in the Town of Aurelius County of Cayuga have permitted the New York State Department of Transportation and its agents to permanently enter upon said lands for the purpose of maintaining or replacing appurtenances for traffic signal including inductance loop wire, conduit, pullboxes, and cable, and hereby release them its officers and employees from all claims for damage that have been done or which may occur by reason of such occupancy of said lands.

BY: _____ L.S.

_____ L.S.

State of New York:

County of _____

On this _____ day of _____, 20____

Before me, the subscriber, personally appeared _____ to me personally known to be the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

PERM 44e (8/01)

SURETY BOND (PERFORMANCE)
(INSURANCE AND INDEMNITY COMPANY NAME)

BOND NO. _____ AMOUNT _____

KNOWN ALL BY THESE PRESENTS, That we, _____ (PRINCIPAL'S NAME)
 having its principle place of business at _____, as Principal, and
 _____ (INSURANCE AND INDEMNITY COMPANY), as Surety, having an
 office and usual place of business at _____ are held and firmly bound
 unto the DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEW YORK, in the full and just sum of
 _____ Dollars (\$ _____) to the payment of which, well and truly to be made,
 we bind ourselves, our heirs, executors, administrators, successors and assigns, to jointly and severally, firmly by these presents.

WHEREAS, said Principal will submit and has submitted plans and specifications for work, within a State highway, deemed necessary
 by the Commissioner of Transportation, or his duly authorized delegate, and

WHEREAS, said Principal has received and will apply from time to time for permits for the purpose of constructing or maintaining drive
 entrances, sewer lines, water mains, gas mains, utility lines and poles, street intersections, curb, sidewalk, drainage and excavating for
 miscellaneous structures, etc., on or within the right of way of highways under the jurisdiction of the State of New York, Department of
 Transportation,

WHEREAS, this obligation is for the purpose of insuring and guaranteeing the timely and workmanlike completion of such work as
 reasonably determined by the Commissioner of Transportation or his duly authorized delegate,

IT IS AGREED and understood among the parties hereto that upon the reasonable determination that such work is not being timely
 performed or is not being or has not been performed in a workmanlike manner by said Principal, the Commissioner of Transportation or
 his duly authorized delegate may require said Surety to promptly complete said work in a timely and workmanlike manner, or the
 Commissioner of Transportation or his duly authorized delegate may direct completion of said work with forces chosen by the
 Commissioner, the costs of which work will be reimbursed by said Surety up the amount designated above, all of which determinations
 shall be within the sole and exclusive discretion of the Commissioner of Transportation or his duly authorized delegate.

IT IS FURTHER AGREED that said Principal and said Surety shall indemnify and save harmless the State of New York, Department of
 Transportation, from all liability, damages and expenses of every kind and nature, resulting directly or indirectly to persons or property
 and arising from and in consequence of any license or permit, and shall well, truly and faithfully perform the duties and privileges
 pertaining to any license or permit and shall restore such State highways to their original conditions.

IT IS FURTHER AGREED that said Principal and said Surety shall further indemnify, save harmless and pay the New York State
 Department of Transportation, any damages, loss, charges or expenses which shall, in any way, be sustained or incurred by it in relation
 to or in connection with any and all such claims, actions, suits or proceedings at law or in equity.

IN TESTIMONY WHEREOF, said Principal has hereunto set his hand and seal and said Surety has caused this instrument of writing to
 be executed. SIGNED, sealed and dated this _____ Day of _____ Year _____

This Bond takes effect _____ and shall remain in full force until the work is satisfactorily completed and accepted.

PRINCIPAL

(NOTE: If DBA also provide Name of Legal Entity and Copy of
 "Certificate of Conducting Business under an assumed Name"
 that was filed in County Clerk's Office, e.g. John Jones dba
 Jones Trucking)

BY: _____

(Company Seal)

Address: _____

Telephone No.: _____

SURETYBY: _____
 Attorney-in-Fact

(Company Seal)

Address: _____

Telephone No.: _____

Note: Attach Power of Attorney, Financial Statement and
 acknowledgment by representative of the Surety showing his
 powers to execute such instrument.

State of New York
Department of Transportation

Form PERM 33 (8/01)

**Highway Work Permit
Application for
Non-Utility Work**

Instructions and Form

Submit three copies (photocopies acceptable)

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR HIGHWAY WORK PERMIT – NON-UTILITY

FRONT OF APPLICATION

An Applicant may not have all pertinent information at the time of completing the application form since certain information relative to fees, insurance and guarantee deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until the information is determined by the Department.

Please complete the following:

- Permittee's name and address. For more than one applicant, also fill in the joint applicant's name and address.
- Federal Identification Number of the company or individual Social Security Number.
- Applicant's telephone number. A telephone number where applicant can be contacted concerning the application. Please include area code.
- Project Identification No. and Highway Work Permit No. will be completed by the issuing office.
- Name of Contact person and their telephone number in case of emergency.
- If Highway Work Permit is to be returned to someone other than the applicant, complete this section.
- Estimate the cost of work being performed in the State highway right-of-way and place this figure on the blank line.
- Indicate anticipated duration of work to be performed with starting date and ending date on this line.
- You may provide your own insurance, purchase insurance through the Department, if available, or provide an Undertaking (for Utilities and Municipalities only). If you choose to provide your own insurance, a PERM 17 will be necessary. The PERM 17 may be obtained at the office you obtained this form from. It must be completed by your insurance company and accompany the permit application upon submission. The Policy number and expiration date of the PERM 17 should be shown on this line.
- Give a brief description of the proposed work that is to be done under this permit
- Plans and specifications should accompany this application for any work that involves construction within the State highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached.
- Location of the project should be identified by: State Route; State Highway Number, if known; State Highway reference markers and Town and County in which work area is located.
- SEQR requirements: This may be required for larger projects – Contact the Regional Office of the Department of Transportation to determine if these requirements are necessary.
- Signature of applicant (permittee) and date.
- Signature of second applicant, if any, and date.

BACK OF APPLICATION

- Check type of work that will be performed.
- In the appropriate column indicate:
 - Manner in which insurance coverage is furnished the Department, i.e., PERM 17 (P17) or Under-Taking (UT) or Insurance Fee (IF), if available (N/A means the Department's insurance is not available).
- Indicate total amount of permit fee and insurance fee, if applicable.
- Indicate check number of Guarantee Deposit or Bond Number, if required. This will be determined by the Department upon submission of application.

Shaded areas will be completed by the Department of Transportation.

Remove the application form from the back of this packet and submit 3 copies to the Department for approval.

**RESPONSIBILITIES OF PERMITTEE
PURSUANT TO NON-UTILITY HIGHWAY WORK PERMITS**

FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.

PROTECTIVE LIABILITY INSURANCE COVERAGE

Permittee must have protective liability Insurance coverage in accordance with Department requirements. See "Certificate of Insurance for Highway Permits" (Form PERM 17, NYSDOT).

Expiration of, or lack of, liability insurance automatically terminates the permit. Insurance coverage may be provided by furnishing the Department with one of the following:

1. A completed Certificate of Insurance for Highway Permits (Form PERM 17, NYSDOT).
2. Purchase the Department Blanket Policy for Highway Work Permits from the Department, if available. N/A shown on the Application in the insurance column means Department insurance coverage is not available for that type of project.
3. Provide an Undertaking. Undertakings are limited to Public Service Corporations and government units.

COMPENSATION INSURANCE AND DISABILITY COVERAGE

The permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit is invalid.

NOTIFICATION

The following should be notified at the appropriate time as shown below:

1. Commissioner of Transportation, through Regional Office, one week prior to commencing work.
2. Area gas distributors 72 hours prior to any blasting.
3. Utility companies with facilities in work areas before starting work, in accordance with Industrial Code 53 (permission from utility company must be obtained before commencing work affecting utilities' facilities).
4. New York State Department of Transportation, Regional Signal Maintenance Shop, 3 days prior to starting work.
5. New York State Department of Transportation Regional Office at conclusion of work and return original copy of permit to Resident Engineer.

Permit Notification for Annual Permits: Notify by telephone, the Regional or Resident Engineer's Office in advance, when work is to be performed.

SITE CARE AND RESTORATION

An Undertaking, a bond or a certified check in an amount designated by the Department of Transportation may be required by the Regional Office, before a permit is issued, to guarantee restoration of the site to its original condition. If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's guarantee deposit at the conclusion of the work. Costs in excess of the Bond/guarantee deposit on file will be billed directly to the permittee.

The permittee is responsible for traffic protection and maintenance including adequate use of signs and barriers during work and evening hours. Anyone working within the State highway right-of-way will wear high visibility apparel (orange/yellow) and hard hat.

No unnecessary obstruction is to be left on the pavement or the State highway right-of-way or in such a position as to block warning signs during non-working hours.

No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the State highway right-of-way.

All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

COSTS INCURRED BY ISSUANCE OF THIS PERMIT

All costs beyond the limits of the protective liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

SUBMITTING WORK PLANS

The applicant will submit work plans and/or a map as required by the Department. This shall include such details as measurements of driveways with relation to nearest property corner, positions of guys supporting poles and a schedule of the number of poles and feet of excavation necessary for completion of the work on the State right-of-way. A description of the proposed method of construction will be included.

Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.

Driveway plans should be prepared in accordance with the POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.

The permittee must coordinate the work with any state construction being conducted.

TRAFFIC MAINTENANCE

A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed.

All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES."

COST OF INSPECTION AND SUPERVISION

Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of inspection charges and/or PAYMENT OF AGREEMENT FOR HIGHWAY WORK PERMITS DESIGN REVIEW (FORM PERM 51) for Department employees. Inspection charges will be based on number of work days. Design Review charges will be based on number of work hours.

SCOPE

Areas Covered: Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.)

Legal: The privilege granted by the permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of this Department in the premises and is transferable and assignable only with the written consent of the Commissioner of Transportation.

Commissioner's Reservation: The Commissioner of Transportation reserves the right to modify fees and to revoke or annul the permit at any time, at his discretion without a hearing or the necessity of showing cause.

Locations: Work locations must be approved by the Department.

Maintenance: Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.

Work Commencement: The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

COMPLETION OF PROJECT

Upon completion of the work within the state highway right-of-way authorized by the work permit, the person and his or its successors in interest, shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

PERM 33 (8/01)

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
HIGHWAY WORK PERMIT APPLICATION FOR NON-UTILITY WORKPREPARE 3 COPIES
(photocopies acceptable)

Application is hereby made for a highway work permit:

For Joint application, name and address of Second Applicant below:

Name _____

Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Federal I.D. No. or Social Security No. _____

Applicant Telephone No. _____

Contact person in case of emergency _____

Telephone No. of contact person _____

RETURN PERMIT TO (if different from above):

RETURN OF DEPOSIT/BOND TO (Complete only if different from permittee):

Name _____

Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

1. Estimated cost of work being performed in state highway right-of-way \$ _____

2. Anticipated duration of work: From _____ 20____, thru _____, 20____, to apply to the operation(s) checked on the reverse side.

3. Protective Liability Insurance covered by Policy No. _____; expires on _____ 20____

4. A \$20.00 fee will be charged for checks returned by the bank.

PROPOSED WORK (Brief description): _____

ATTACHED: Plans _____ Specifications _____ LOCATION: State Route _____ State Highway _____

between Reference Marker _____ and Reference Marker _____

Town of: _____ County of: _____

SEQR REQUIREMENTS (Check appropriate item):

____ Exempt ____ Ministerial ____ Type 11 ____ EIS or DEIS Lead Agency _____

If project is identified to be ministerial, exempt, or TYPE 11, no further action is required.

If project is determined to be other than ministerial, exempt, or TYPE 11, refer to M.A.P.7.12-2, Appendix A SEQR REQUIREMENTS FOR HIGHWAY WORK PERMITS.

Acceptance of the requested permit subjects the permittee to the restrictions, regulations and obligations stated on this application and on the permit.

Applicant Signature _____ Date _____ 20____

Second Applicant Signature _____ Date _____ 20____

PERMIT ISSUED CONTINGENT UPON LOCAL REQUIREMENTS BEING SATISFIED.

TEAR ON PERFORATION

CHECK TYPE OF OPERATION	Permit Fee	Insurance Fee	Perm 17 or Under Taking	Total Amount of Fee and/or Insurance
5. <input type="checkbox"/> Single job -- Permit issued for each job				
a. <input type="checkbox"/> Driveway or roadway				
1. <input type="checkbox"/> Residential	\$ 15	\$ 25		
2. <input type="checkbox"/> Commercial -- Minor	550	175		
a. <input type="checkbox"/> Home Business	100	75		
3. <input type="checkbox"/> Commercial -- Major -- (Less than 100,000 square feet Gross Building Area)	1400	N/A		
4. <input type="checkbox"/> Commercial -- Major -- (100,000 square feet Gross Building Area and Greater)	Actual cost with Minimum of \$2000 upon permit app.	N/A		
5. <input type="checkbox"/> Subdivision Street	900	N/A		
6. <input type="checkbox"/> Temporary access road or street	200	150		
b. <input type="checkbox"/> Improvement				
1. <input type="checkbox"/> Residential	15	25		
2. <input type="checkbox"/> Commercial				
Check additional description below:				
a. <input type="checkbox"/> Install sidewalk, curb paving, stabilized shoulder, drainage, etc.	200	150		
b. <input type="checkbox"/> Grade, seed, improve land contour, clear land of brush, etc.	100	75		
c. <input type="checkbox"/> Resurface existing roadway or driveway	50	50		
d. <input type="checkbox"/> Annual resurfacing of residential and commercial roadways or driveways.				
1. <input type="checkbox"/> Per County	150	N/A		
2. <input type="checkbox"/> Per Region	400	N/A		
c. <input type="checkbox"/> Tree Work				
1. <input type="checkbox"/> Residential	15	25		
2. <input type="checkbox"/> Commercial (not required for pruning if utility has annual maintenance permit)	25	50		
Check additional description below:				
a. <input type="checkbox"/> Removal or planting				
b. <input type="checkbox"/> Pruning, applying chemicals to stumps, etc.				
3. <input type="checkbox"/> Vegetation control for advertising signs	150/sign	75		
d. <input type="checkbox"/> Miscellaneous Construction				
1. <input type="checkbox"/> Beautifying ROW -- (for Civic Groups only)	NC	25		
2. <input type="checkbox"/> Temporary signs, banners, holiday decorations				
a. <input type="checkbox"/> Not-for-profit organizations	NC	25		
b. <input type="checkbox"/> Organizations other than not-for-profit	25	25		
3. <input type="checkbox"/> Traffic control signals	500	175		
4. <input type="checkbox"/> Warning and entrance signs	25	50		
5. <input type="checkbox"/> Miscellaneous -- Requiring substantial review	400	175		
6. <input type="checkbox"/> Miscellaneous	25	50		
7. <input type="checkbox"/> Encroachment caused by D.O.T. acquisition of property	25	50		
7. <input type="checkbox"/> Compulsory permit required for work performed at the request of D.O.T.				
a. <input type="checkbox"/> Building demolition or moving requested by D.O.T.	NC	25		
1. <input type="checkbox"/> Demolition. 2. <input type="checkbox"/> Moving				
b. <input type="checkbox"/> Improvement to meet Department standards	NC	25		
8. <input type="checkbox"/> Miscellaneous	25	25		
9. <input type="checkbox"/> Adopt a Highway	NC	N/A		

TEAR ON PERFORATION

Guarantee Deposit Check Number or Bond Number _____

PERM 33 (8/01)
REVERSE

Exhibit "F-1"

Pending Agreement with NYDOT



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION THREE
333 EAST WASHINGTON STREET
SYRACUSE, NEW YORK 13202
www.dot.state.ny.us

CARL F. FORD, P.E.
ACTING REGIONAL DIRECTOR

THOMAS J. MADYSON, JR.
COMMISSIONER

June 19, 2006

Mr. Andrew R. Wiggers
Gregory Greenfield & Associates, LTD.
124 Johnson Ferry Road, NE
Atlanta, Georgia 30328

Dear Mr. Wiggers:

RE: FINGERLAKES MALL EXPANSION
HIGHWAY WORK PERMIT

We are enclosing a copy of the "Attachment to Permit" as noted in our July 29, 2005 letter, and reiterated in our April 26, 2006 email, for your review and signature.

As noted in Item #1 of the "Attachment to Permit", we now have approved plans from Beardsley Associates for the Schedule A right turn lane work on Routes 5&20 westbound.

Schedule B will be added by Amendment following our receipt of approved plans for the work on Clark Street.

Schedule C will be added by Amendment following finalization of the Maps for the dedication of the Limited Access. We will follow up with the Department's proposal shortly.

While the Attachment to Permit document includes the standard conditions, requirements and obligations for all major Highway Work Permits, please note Item #5, related to the potential sale of a property, which may be pertinent should Gregory Greenfield & Associates elect to sell the property prior to the completion of the Permit requirements.

Pertaining to the enumerated items in our 7/29/05 letter, the following are still outstanding:

2. Please have Beardsley Associates forward a Statement of Verification that the SPDES II requirements have been met.

Mr. Andrew R. Wiggers
June 19, 2006
Page 2

3. The \$1400.00 fee for Highway Work Permit should be made out to the Department of Transportation.
4. The PERM 17 mailed to you on April 24, 2006 must be completed and forwarded to the Albany address on the top left corner of the form.
5. We have the inspection agreement.
6. The Statement of Dedication mailed to you on April 24, 2006 must be completed. As noted above, we will be forwarding the Department's proposal shortly.
7. The enclosed "Attachment to Permit" must be signed and returned.
8. Concerning the value of the performance guarantee, preliminary estimates are due from Beardsley Associates and Stantec Consulting for highway mitigation, and our office will include an amount for the Right of Way Access Dedication. We will advise you of the total amount in the near future. The performance guarantee is to be submitted in the form of a surety bond as forwarded 7/29/05. We are attaching another copy for your convenience.

All of the above items are required for Permit issuance. No work in the State Highway Right of Way can be undertaken without the Highway Work Permit.

If you have any questions or comments regarding the specific components of the Permit process detailed in this letter, please contact Ms. Patti Williams of our office at 315-428-4623. You may continue to direct engineering questions regarding the project to Mr. Paul Gera at (315) 428-4383.

Very truly yours,



Diana L. Graser, P.E.
Transportation System Operations Engineer

Attachment (2)

cc: Mr. John W. Drury, P.E., Beardsley Design Associates, 64 South St., Auburn, NY, 13021
Mr. John Hartley, P.E., Stantec Consulting, 2250 Brighton-Henrietta Town Road,
Rochester, NY 14623
Mr. Jerry Scouten, Planning Board Chairman, Town of Aurelius, 1241 W. Genesee St Rd,
Auburn, NY 13021
Mr. Matthew Schooley, P.E., Barton & Loguidice, P.C., 290 Elwood Davis Rd,
Liverpool, NY 13088

"ATTACHMENT TO PERMIT"

This is a seven page attachment to Permit No. _____ issued to Fingerlakes Mall, LLC (Permittee), pursuant to Section 52 of the Highway Law for work on State highway right-of-way. This attachment, the application submitted by the Permittee, and all other plans and documents submitted as a part of the application or subsequently approved by the New York State Department of Transportation (Department) are a part of and incorporated into Permit No. _____.

Fingerlakes Mall, LLC, as Permittee, agrees to the following conditions, requirements and obligations which are in addition to, and not in lieu of, any requirements contained in 17 NYCRR, parts 125-130 and/or any requirements stated in the application of the Permittee:

1. This Highway Work Permit will be issued in three parts, Schedule A, Schedule B, and Schedule C.

All work under the permit will be according to plans, reports, specifications, and Mapping prepared by Beardsley Design Associates (Schedule A), Stantec Consulting (Schedule B), and Prudent Engineering LLP (Schedule C), which plans will be attached to and made part of this permit as the individual Schedules are approved

Schedule A allows for the construction of a lengthened right turn lane on Routes 5&20 westbound, approaching the Clark Street intersection. Approved plans are attached to this document, and Schedule A is approved.

Schedule B allows for the construction of an additional left turn lane on the Clark Street approach to Routes 5&20. Schedule B will be added by Amendment to this Permit upon approval of the plans.

Schedule C allows for the dedication of Limited Access along selected frontage of the Fingerlakes Mall adjacent to Routes 5&20. Schedule C will be added by Amendment upon approval of the Appropriation Map depicting access limitations.

It is understood alterations may be necessary to meet unforeseen field conditions or to provide for inadvertent omissions or mistakes in the plans and specifications approved. The Department will determine whether such changes are necessary and if such determined to be necessary they will be made by the Permittee to the satisfaction of the Department. The intent is not to alter or expand the scope of work as approved by the Department, but to provide flexibility to make minor alterations, additions, or subtractions necessary to complete the work within the original concept of the plans as approved. All improvements and work undertaken by the Permittee shall be at no cost to the Department.

2. Permittee agrees to submit a surety bond (performance) issued in the amount of \$XXXXXXX by a surety qualified and authorized to do business in the State of New York, before commencement of work, to the Department to assure that the work pursuant to the authority of this permit will be completed in a timely manner according to the plans and specifications approved by the Department. The Permittee is bound to complete all the work determined by the Department to be necessary and have it be in accordance with the Department's standards and specifications. The surety bond amount has been determined based upon the Permit requirements.
3. As a precondition to the issuance of this permit, Permittee agrees to submit to the Department evidence of insurance covering that section of the highway right-of-way for which work is being performed under this permit, and to keep such insurance in full force and effect during the entire term of permit until acceptance of all work by the Commissioner of Transportation. This insurance supplied will be Protective Liability in accordance with the Department's "Certificate of Insurance for Highway Work Permits for Major Commercial Projects (PERM 95)".
4. Permittee agrees to hold harmless, defend, and indemnify the Department, the State of New York, and all employees of the State from any and all claims, actions, suits, proceedings, costs, expenses, judgments, damages and liabilities, including attorney's fees, arising out of, or in connection with, or resulting from the negligent or other wrongful actions of Permittee, its employees, agents and contractors in conjunction with the work authorized by this permit.
5. All approvals and/or permits granted shall apply only to the Permittee. If the right to the site is transferred to another party before construction of the mitigation is completed and accepted by the Department, this permit will be canceled and the new party will be required to obtain permits from the Department to carry out the project as approved. The above notwithstanding, the Department agrees that any surety or financial institution involved in providing bonding or financing of the commercial center or the work covered by this permit may become successor to the rights of the Permittee upon re-application and determination by the Department that there are no changed conditions requiring a modified mitigation plan, and a new permit will be issued and the Department shall recognize any such successor as being the Permittee hereunder.

If modified mitigation is required by the Department and such new party agrees to perform same and satisfies the Department's requirements regarding same, they shall be granted a permit.

Permittee agrees that this Highway Work Permit and any approvals granted hereunder shall only apply to the Permittee. In the event that the Permittee enters into a contract for the purchase and sale of the site before the mitigation is completed and accepted by the Department, Permittee agrees to continue to be bound by the terms and conditions of this permit and that the surety bond filed therefore shall continue in full force and effect until

such time as Permittee's successor in interest is substituted as Permittee on this highway work permit subject to the approval of this Department.

6. All authority granted by this permit relates solely to that authority within the discretion of the Commissioner of Transportation. All other permits and approvals required for the Project shall be the responsibility of the Permittee and there shall be no liability placed upon the Department with respect to such other requirements.
7. This permit shall not be construed as conveying to the Permittee any right to trespass upon the lands of parties not party to this agreement to perform the permitted work or as authorizing the impairment of any rights, title or interest in real or personal property held or vested in a person not a party to the permit.
8. In the event the Permittee does not comply with the terms of this permit, the Department reserves the right to reconsider and cancel this approval at any time. The Department may decide to continue, rescind or modify this permit in such a manner as it may find just and equitable.
9. The Permittee shall not commence construction until it has purchased in fee, or obtained permanent easements for, at no cost to the State, all lands upon which the transportation improvements authorized by this permit are to be built and accepted by the State, except for land now presently a part of the New York State Highway Right-of-Way. Should the Permittee not be able to acquire, or be shown not to have acquired, real property interests acceptable under this paragraph and sufficient to carry out all permit work and other requirements of this permit, the Department may order all work being carried out pursuant to this permit halted and require the Permittee to restore the subject highway to the condition in which said road existed prior to the commencement of work by the Permittee. All such restoration work will be accomplished at no cost to the State. At the conclusion of such restoration work, the Department will cancel this permit.
10. In accordance with the Findings Statement issued by the Town of Aurelius pursuant to the State Environmental Quality Review Act (SEQRA), the Permittee agrees that it will not accept issuance of a Certificate of Occupancy for purposes of opening any portion of this project unless and until all of the mitigation work required in the Findings Statement for opening is complete and approved by the Department. For ease of reference, the pertinent section of the Findings Statement is as follows:

The Permittee agrees that the People of the State of New York will suffer inconvenience, delay and damages if the proposed development is opened prior to the completion of all mitigation work required for opening of the development as determined by the Department.

As such, the Permittee agrees to a liquidated sum of damages in the amount of \$5000 per day, due to the People of the State of New York, in the event the Permittee accepts issuance of a Certificate of Occupancy for the project, unless and until all of the

mitigation work required for opening, as determined by the Department, is completed and approved by the Department as expressed in writing to the Town of Aurelius.

11. The Department of Transportation will have final approval over traffic control measures during all permit work. If necessary, during any work allowed by this permit, the Department may require that the Permittee implement any and all measures to insure the safety of the traveling public or maintain traffic flow. Permittee shall comply with such direction or requirement(s). Maintenance and protection of traffic shall be provided in accordance with the New York State Manual of Uniform Traffic Control Devices.
12. The Permittee shall formally contact the local municipality and local transit provider prior to the opening of the project and request that public transit service to the Development be considered. The Permittee shall provide copies of their request and subsequent responses to the Department. This shall not require that transit service be requested to be supplied at the Permittee's, or any owners of the project's, expense.
13. Prior to issuance of this permit, the Permittee agrees to execute a "New York State Department of Transportation Consultant Inspection Agreement For a Highway Work Permit" and be bound, and abide by, that agreement's requirements for the duration of all mitigation work covered by this permit.
14. The Permittee shall develop a schedule for the accomplishment of all work authorized by this permit. This schedule should indicate anticipated start and finish dates for the various items in the contract. The Permittee shall submit this schedule to the Department for informational purposes 30 days prior to the anticipated start of work.
15. The Permittee shall file with the Regional Office a Notice of Intention to commence work at least 5 calendar days in advance of the time of intended commencement of work.
16. The Permittee shall maintain traffic flow on all affected streets and roadways in accordance with the requirements for the maintenance and protection of traffic shown on the plans and included in the specifications. If necessary, during any work allowed by this permit, the Department may require that the Permittee implement any and all reasonable additional measures or modify the requirements of the plans and specifications to insure, during performance of the work, the safety of the traveling public or to maintain traffic flow. Additionally, the Permittee shall maintain safe and adequate space for bicycle and pedestrian traffic along all affected sidewalks and bicycle paths at all times. Failure of the Permittee to comply with these requirements; or failure of the Permittee's contractor to comply with reasonable direction from either the Permittee's Engineering Firm or the Department's Engineer in regard to the maintenance of traffic flow, shall be deemed a breach of permit conditions, resulting in the suspension of any and all permit work at the discretion of the Department's Engineer, until proper Maintenance and Protection of Traffic provisions are implemented.

17. The Permittee will be responsible for and will make all arrangements for the relocation of any utilities in accordance with or as necessitated by the approved plans and specifications. Such relocations will be accomplished at no cost to the Department. The Permittee will not be allowed to commence work on a given portion of the State Highway System until the utility companies which have facilities on that portion of the system have provided the Department with a letter indicating that the Permittee and the related utility have agreed upon a coordinated work effort regarding the relocation and/or protection of their facilities.
18. The Permittee shall insure that all work performed under this permit and all other project work shall be accomplished in such a manner as to protect, maintain and preserve the existing drainage, other structures, and other drainage facilities under the jurisdiction of the Department.
19. The Permittee shall maintain suitable access to all properties that will remain open during construction. They shall re-establish suitable access to all properties that will remain open after the completion of improvements in accordance with Department guidelines.
20. The Permittee shall complete such work as is authorized by this permit within such a period as established by the Permittee at the time the final design approval of plans and specifications is granted. Except in the event of a force majeure, including the inability to obtain materials or labor despite reasonable attempts failure to complete all work within such time shall be deemed a breach of permit conditions. However, the Department may grant an extension allowing the completion of such work. All costs to the Department attributable to such extension shall be paid by the Permittee.
21. Upon satisfactory completion of the permit work, the Regional Director of Transportation shall issue a letter of approval to the Permittee. Upon such approval, all improvements made pursuant to this permit and intended to become the property of the People of the State of New York, constructed within the State highway right-of-way or on land to be purchased by the Permittee and dedicated in fee as State highway right-of-way shall become the property of the People of the State of New York under the jurisdiction of the Department. All mapping required in connection with the dedication of access limitations along the right-of-way shall be accomplished by the Permittee at no cost to the State and according to the Department standard practice. The maps shall be prepared and filed with the Department prior to the opening of the project. The Permittee shall make no claim for payment or compensation against the State or the Department, including any of its agents or employees, with respect to such work.
22. The Permittee shall not by sale, lease or in any other manner create any condition whereby additional access directly abutting the State highway other from that set forth in the SEQR EIS and/or record of decision or the approved traffic impact study, is created without the Department's review and approval.

23. The Permittee is cautioned about beginning work early or late in the construction season. Should the Permittee elect to begin any phase of mitigation work that is subsequently delayed or suspended due to poor weather conditions, the Department retains the authority to halt all permit work. The Department may require temporary work to restore the highway to safe and efficient traveling and operating conditions.

Any and all work necessary to replace, repair, or restore such temporary work during the winter months will be the responsibility of the Permittee. Any and all work necessary to replace such temporary work with permanent work during the following construction season shall be promptly coordinated by the Permittee with the Department and undertaken promptly by the Permittee at no cost to the Department. The performance bond for the permit work shall not be released until all permanent work is complete and approved by the Department.

24. The Permittee shall not commence construction until it has obtained, at no cost to the State, all grading and private driveway reestablishment releases from all property owners affected by the transportation improvements authorized by this permit. It is understood and agreed that the Permittee shall perform the work authorized by these releases as part of the work required under this permit. Should the Permittee not be able to acquire, or be shown not to have acquired, all necessary releases from private property owners sufficient to carry out all permit work and other requirements of this permit, the Department may order all work being carried out pursuant to this permit halted and require the permittee to restore the subject highway to the condition in which said road existed prior to the commencement of work by the Permittee. All such restoration work will be accomplished at no cost to the State. At the conclusion of such restoration work, the Department will cancel this permit.
25. The Permittee agrees to submit to the Department the names of the Prime Contractor and all sub-contractors that are anticipated to be constructing the work authorized by this Permit before they are retained by the Permittee. These names will be submitted to both the System Operations Group and Construction Group of the Department for review and approval prior to the required pre-construction meeting. The Permittee understands, accepts, and agrees to the Department's right to disapprove of any contractor submitted based upon that Contractor's past history and performance on previous projects with the Department. Once the Department has approved of all of the Permittee's contractors, the Permittee will instruct these contractors to be present at the pre-construction meeting.
26. The Permittee will provide to the Department, through their consulting engineering firms Beardsley Design Associates (Schedule A), and Stantec Consulting (Schedule B), a set of "As-Built" Record Plans upon completion of the work authorized by this permit. These plans will be on full size paper sheets and will include final cross sections. The preparation of these plans will require the coordination and interaction between these firms and the consulting engineering firm retained by the Permittee to do the construction inspection of the work in this project.

27. All work contemplated under this Permit is to be covered by and in conformity with the Standard Specifications(Metric Units) of January 2, 2002, except as modified on the Permit Plans and in the Permit Documents.

The Permittee's attention is directed to Section 104 - Scope of Work, Section 105 - Control of Work, Section 106 - Control of Material, and Section 107 - Legal Relations and Responsibility to Public, of the Standard Specifications, which state responsibilities of the Permittee and the Permittee's contractor(s), and the overall authority of the Department of Transportation for highways under New York State jurisdiction.

28. It is understood and agreed that the Department will not release any portion of the Surety Bond until the Permittee has executed all of the provisions stated in the "NYSDOT Statement Of Dedication Limiting Access Mitigation Requirement For Obtaining a Highway Work Permit" agreement.

HIGHWAY WORK PERMIT #

**WE THE UNDERSIGNED UNDERSTAND AND AGREE TO BE BOUND BY ALL
OF THE PROVISIONS OF THIS "ATTACHMENT TO PERMIT".**

(NAME OF PERMITTEE)

by: _____

(TITLE)

(DATE)